

Driver Fare Addendum

Updated as of September 30,
2024

You entered into a Platform Access Agreement (the “PAA”) by and among you and your company/business (“*you*”) and the following entity as applicable, based on the region specified: Uber Technologies, Inc. in California; or Uber USA, LLC in all other U.S. states, territories and possessions (collectively, “*Uber*”). This is an addendum to the PAA and contains information about fare and payment terms. This addendum is effective as of the date and time you accept it.

Capitalized terms used herein but not defined shall have the meanings ascribed to them in the PAA. For the sake of clarity and depending on the context, references to “Uber”, “*we*”, “*our*”, and “*us*” may also refer to the appropriate Uber-affiliated contracting entity accordingly or Uber collectively and references to “*you*” mean your Company, including any Drivers that accept Rides or perform other services on your behalf.

By clicking “Yes, I agree,” you agree to be bound by the additional terms below as of the date of your acceptance. Upon acceptance, this addendum is incorporated by reference and a part of the PAA. Except where modified below, the remainder of the PAA shall remain unchanged. This addendum replaces and supersedes any previous addendum that you have accepted related to the subject matter described herein.

This addendum does not entitle any Driver to payment by Uber.

Driver Fares; Gratuity Uber enables you, through the Driver App, to charge your Rider(s) a “Driver Fare” for each Ride. The Driver Fare may be calculated using a base amount and amounts that are based on the estimated or actual distance and/or time of the Ride. The Driver Fare may (i) include additional fees or a portion thereof paid by a Rider, such as a fee based on certain trip attributes (e.g., wait time fees), and (ii) be adjusted based on marketplace factors, such as supply and demand. Additionally, the Driver Fare does not include fees payable by Riders directly to Uber (“*Direct Fees*”) as applicable and does not include certain taxes and fees payable by Uber to a governmental entity. On a canceled trip, the Driver Fare may be the cancellation fee or a portion thereof charged to a Rider.

On certain trips, when you or your Driver receives a Ride request, our Platform may display a pre-trip Driver Fare. You, or your Driver on your behalf, accepts this pre-trip Driver Fare by accepting the Ride request. The pre-trip Driver Fare may be adjusted in certain circumstances including but not limited to: (i) the mileage or duration of the trip deviates from the estimated mileage or duration that was used to calculate the pre-trip Driver Fare, (ii) the destination changes, (iii) the actual tolls or surcharges incurred were different than the tolls or surcharges used to calculate the pre-trip Driver Fare, or (iv) additional fees, such as wait time fees, were added to the pre-trip Driver Fare. If you do not receive a pre-trip Driver Fare, the Driver Fare will be based on rates, which may include per-minute or per-mile rates, that will be made available to you. We will provide you with notice of any changes to these rates and by continuing to accept Ride requests either directly, or indirectly via your Drivers, you are deemed to have accepted those changes.

The Driver Fare is a recommended amount. You shall always have the right to: (i) charge a Driver Fare that is less than the pre-trip Driver Fare; or (ii) negotiate, at your request, a Driver Fare that is lower than the pre-trip Driver Fare (each of (i) and (ii) herein, a “*Negotiated Driver Fare*”). Absent a request for a Negotiated Driver Fare, the Driver Fare recommended by Uber shall be the amount used in the transaction. We will consider all such Negotiated Driver Fare requests from you in good faith.

Driver Fares do not include gratuity, and receiving a gratuity is not guaranteed. Rather, Riders may, in their sole discretion, decide to pay you a gratuity. Uber will not take any portion of your gratuity except as described below. If any gratuity is remitted using our application, it shall be included with other monies you may be entitled to receive.

Payment Arrangements You are solely responsible for determining payment arrangements with Your Drivers, including remitting any Driver Fares, tolls, taxes, fees, Regulatory Payments (as defined below), and gratuity in accordance with any legal or contractual obligations. As a Driver, you should direct any questions about payments to your Company who is solely responsible for your payments.

Separate Fleet Contract This section applies to a Company if it is also party to an agreement between the Company and us pursuant to which the Company has agreed to provide Rides under pre-negotiated app usage criteria (as amended or modified from time to time, a “Contracted Fleet Agreement”). Solely with Contracted Fleet Agreements, in the event of any conflict between the terms of this Fare Addendum and the Contracted Fleet Agreement, the applicable terms of the Contracted Fleet Agreement shall supersede the terms of this Fare Addendum with respect to the

specific conflict.

Payments Required by Law, Regulation, and/or Agreements with Governmental Entities In addition to Driver Fares, the monies remitted to You may include payments required by law, regulation, and/or agreement between Uber and governmental entities ("*Regulatory Payments*"). In accordance with applicable law, regulation, and/or agreement between Uber and governmental entities, Uber may determine the form, procedure, amount, and frequency of such payments.

Promotions From time to time, you and/or your Drivers may be offered certain promotions to use our Platform. These promotions will be governed by separate terms and conditions provided to you in connection with those promotion offers. Notwithstanding your Driver's acceptance of a promotion, payments for completed promotions will be made to you, the Company.

Our Service Fees In consideration for services connecting you to Riders and related services, including payment processing, you will pay us (and/or permit us to collect from the Rider Fare, as defined below) a service fee ("*Service Fee*"). For the avoidance of doubt, you will not be charged a fee to access our Platform. Unless we indicate to you otherwise, the Service Fee that will be charged to you on a per-Ride basis shall equal the Rider Fare minus: (a) the Driver Fare, (b) any gratuity, and (c) other items, including but not limited to, (i) Direct Fees, (ii) applicable estimated taxes, tolls, and surcharges, (iii) fees retained by us, and (iv) any other payments to you included on the per-trip receipt, which may include per-trip promotions ((a)-(c), collectively, "*Service Fee Offsets*").

In the event of a Ride where the Driver Fare is greater than the Rider Fare (excluding gratuity, Direct Fees, applicable estimated taxes, tolls, and surcharges, fees retained by us, and any other payments to you included on the per-trip receipt), no Service Fee will be charged for that Ride and a negative amount may be shown on receipts and earnings summaries representing the cost to Uber. In consideration for using Shared Rides options, such as UberX Share, you agree to pay us a Service Fee on each Rider's Ride within a trip. The Service Fees applicable to a Shared Ride trip may vary by Rider within the same trip.

The service fee that is presented on weekly earnings breakdowns (sometimes referred to as "Weekly Uber Service Fee") shall for the relevant weekly period equal all Rider Fares minus: (a) all Service Fee Offsets; and (b) any other payments to you or your Drivers not included on the per-trip receipt, including but not limited to weekly

promotions, cleaning fee payments, and lost item fee payments.

Rider Fare Unless we indicate to you otherwise, for each Ride, the Rider will pay an amount (after any applicable discounts) that includes the Driver Fare, applicable estimated taxes, tolls and surcharges, Direct Fees, and other fees retained by us, as well as an amount that corresponds to the Service Fee, and if they choose, any gratuity (collectively, the “*Rider Fare*”). The Driver Fare does not include the amount that corresponds to the Service Fee. For more information on how tolls and surcharges are charged to Riders, please see the [Tolls and Surcharges Help Page](#).

For the avoidance of doubt, in almost all cases, the Rider Fare amount will not match the Driver Fare amount. The Driver Fare and Rider Fare may sometimes be referred to with different terms in the Uber Driver App, on websites, and other resources, including as it relates to the Rider Fare, “Rider Payment,” “Customer Fare” or “User Fare,” and, depending on circumstances, may be inclusive or exclusive of rider promotions.

Limited Agency In order to facilitate the transactions described in this addendum, you hereby appoint us as your limited agent for payment collection for your Rides and we hereby accept such appointment. We will process the Rider Fares on your behalf through our Platform’s payment processing functionality. We will use commercially reasonable efforts to remit amounts owed to you at least once a week. The Rider Fare will be treated as if paid to you directly by a Rider, with the exception of Direct Fees. Further, by accepting a Ride, you agree to charge the Rider Fare to the Rider at the amount recommended by us as your limited pricing agent or to charge the Negotiated Fare. Either party may revoke this appointment by terminating this Agreement; such revocation will be effective after final settlement of all outstanding liabilities under this Agreement.

Taxi Services Notwithstanding anything to the contrary in this addendum, if you are providing Rides using a taxi, the following may apply, depending on your jurisdiction: (a) the Fare is calculated pursuant to local taxi regulations in your Region; and (b) you or your Driver agrees to enter the exact Fare amount (as indicated by the official taxi meter in the vehicle) into the Driver App upon completion of a Ride.

Deductions; Set-off You also agree that the payments and incentives may be used to satisfy a court order of garnishment against you or your Drivers; to reimburse us for citations, tickets, or other administrative penalties or fines assessed by governmental entities or any airport arising from your conduct or the conduct of your Drivers; to

reimburse us for any erroneous overpayment to you or your Drivers; or as otherwise set forth in separate terms and conditions or product offerings.

Adjustments; Disputes In our good faith discretion, we may adjust or, in more serious situations, cancel or refund in its entirety, any component of the payment owed to you for reasons such as fraud, a failure to properly end a Ride, or your or your affiliated Drivers' violation of this Agreement, such as a failure to comply with the Requirements. If you are a Company and believe in good faith that there was an error that requires an adjustment to any payments remitted to you, you can report that error by contacting us including by using the Driver app, phone support or visiting us in-person at a Greenlight Hub. You must report errors promptly or you will waive your right to dispute such payment. Disputed amounts will be paid promptly if resolved in your favor. As a Driver, you should direct any questions about payments to your Company who is solely responsible for your payments. Amounts owed to you will not include interest and, if permitted by applicable law, will be net of any amounts you owe us.

Receipts Our Platform provides you with a system for delivering receipts to your Riders. After completing a Ride, the receipt will be electronically delivered to your Rider on your behalf.

Taxes You are required to follow applicable law regarding your tax registration, calculation and remittance obligations for your Rides, as well as to provide us with all relevant tax information. You are responsible for taxes on your own income. Based on applicable tax or regulatory considerations, we may choose in our reasonable discretion to collect from the Rider Fare taxes applicable to your Rides and remit such amounts directly to the applicable taxing authority, and may provide any of the relevant tax information you have given us directly to the applicable tax authorities on your behalf or otherwise.

Other Acceptances The obligations under this addendum are reaffirmed each time this addendum is accepted by You or your Driver and You hereby ratify any such acceptance by a Driver as authorized by You.

By clicking "Yes, I agree," You expressly acknowledge that You have read, understood, and considered the consequences of this addendum, that You agree to be bound by the terms of this addendum, and that You are legally competent to enter into this addendum with Uber.